

Appl. No. 09/892,490
Reply to Office Action of July 27, 2005

REMARKS/ARGUMENTS

Claim Rejections – 35 U.S.C. 112

The Examiner has maintained his objection to the use of the term "assertion" and has requested evidence of the fact that the term "assertion" is a well-known and understood term in security and cryptography systems. The following are three links to web sites that show the common use of the term "assertion". A copy of an excerpt from each of these pages is attached to this response.

1. Glossary for the OASIS Security 2 Assertion Markup Language (SAML) 3 V1.1 4 OASIS Standard, 2 September 2003

<http://www.oasis-open.org/committees/download.php/3401/oasis-sstc-saml-glossary-1.1.pdf>

Assertion: A piece of data produced by a SAML authority regarding either an act of authentication performed on a subject, attribute information about the subject, or authorization permissions applying to the subject with respect to a specified resource.

2. Web Services Federation Language (WS-Federation), Version 1.0, July 8 2003

<http://msdn.microsoft.com/webservices/webservices/understanding/advancedwebservices/default.aspx?pull=/library/en-us/dniglobspcc/html/ws-federation.asp>

Security Token Service (STS): A security token service is a Web service that issues security tokens (see WS-Security). That is, it makes assertions based on evidence that it trusts, to whoever trusts it. To communicate trust, a service requires proof, such as a security token or set of security tokens, and issues a security token with its own trust statement (note that for some security token formats this can just be a re-issuance or co-signature). This forms the basis of trust brokering.

3. Vocabularies and Architecture for Implementing Trust in the Semantic Web, Completed, 2004-10-31

http://www.w3.org/2001/sw/Europe/reports/trust/11.2/d11.2_trust_vocabularies.html

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Abstract: This document is a description of an ontological description of a trust assertion, and the implementation in N3 of a trust system for an advanced electronic house scenario.

If further evidence is required, the Examiner is respectfully requested to contact the undersigned by telephone. It is respectfully submitted this is sufficient evidence to establish that the term "assertion" is a well-known and understood term in security and cryptography systems, and the Examiner is respectfully requested to withdraw the 35 U.S.C. 112 rejections.

Claims Rejections – 35 U.S.C. 101

Regarding the 35 U.S.C. 101 rejections, the Examiner, in a telephone interview conducted July 17 and 21, 2005, agreed that the amendments being submitted herewith would overcome the 35 U.S.C. 101 rejections. As such, the Examiner is respectfully requested to withdraw this rejection.

Claims Rejections – 35 U.S.C. 103

The Examiner has withdrawn the previous rejection of the claims under 35 U.S.C. 102(b), and has raised a new rejection under 35 U.S.C. 103(a) of all of the claims as being unpatentable over previously cited Ward et al in view of Hsu et al (U.S. patent No. 5,982,898).

Claim Limitations not Taught

One of the requirements for establishing a *prima facie* case of obviousness is that the references alone or in combination teach all of the limitations of the claims. In applicant's previous response, a detailed discussion was presented of how the limitations of claim 1 were not present in Ward. The Examiner has now conceded that at least the limitation concerning the assertion being between a name and a public key is not taught, and has relied on Hsu for this feature.

Furthermore, applicant maintains that Ward does not teach "selling a pool of unallocated time". The specific text referred to by the Examiner on page 2, lines 15-18 reads:

"Using this system, the motorist is encouraged to purchase a maximum amount of time

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on the meter card using his payment card, and is given the assurance that when he returns, he can obtain a refund for any unused time."

The following is an example of how applicant understands this passage.

- a) The user has 20\$ encoded on his payment card;
- b) User goes to park in a spot; rather than paying for 15 minutes, he can pay for the maximum, say 3 hours; Lets say that the cost is 4\$ an hour, so 12\$ is deducted from his payment card;
- c) when he returns after two hours, whatever is left is credited back to his account, in this case 4\$.

It can be seen that there is no pool of unallocated time. There is a payment card, for example a bank card, that has some balance in dollars. A payment amount is deducted and then a refund credited.

The Examiner also alleges that Ward teaches "upon request, generating an assertion having a lifetime and subtracting the lifetime from the unallocated time", and has referred to page 4 lines 4-8. As discussed in the previous response, no lifetime is subtracted. Rather, "after the time is selected, the meter computes the value of this time and deducts this amount from the payment card, if possible." See page 4 lines 7-8. Thus, the passage does not teach what the Examiner says it does.

Furthermore, of the two passages in Ward relied upon by the Examiner, in addition to not teaching what is alleged, one of the passages is in the background of the invention section, and the other is in the detailed description. The two pieces are not applied together in Ward.

The Examiner has provided no motivation for combining the Ward and Hsu references. To begin, it is noted that the Hsu and Ward searches do not reference ever a single common class. If experts on searching (in this case the U.S.P.T.O. and the International Searching Authority) do not think the classes were relevant to the other patent then it is hardly likely one skilled in the art would consider searching these two classes. More particularly, Ward references

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subclasses of class 235 (registers) while the Hsu references subclasses of class 380 (cryptography). Additionally, Hsu does not mention anything about parking or meters or time; furthermore, Ward does not mention anything about cryptography or security.

It is well established that "There are three possible sources for a motivation to combine references: the nature of the problem to be solved, the teachings of the prior art, and the knowledge of persons of ordinary skill in the art." *In re Rouffet*, 149 F.3d 1350, 1357, 47 USPQ2d 1453, 1457-58 (Fed. Cir. 1998).

As discussed above, the nature of the problem to be solved is completely different in the two references: the teaching of the prior art do not reference each other in any way, and it is unlikely persons of ordinary skill in the art would be aware of knowledge overlapping the two fields.

Furthermore, the proposed modification is not allowed to render the prior art unsatisfactory for its intended purpose. If the proposed modification would render the prior art invention being modified unsatisfactory for its intended purpose, then there is no suggestion or motivation to make the proposed modification. *In re Gordon*, 733 F.2d 900, 221 USPQ 1125 (Fed. Cir. 1984). In the instant case, modifying the Ward reference to render the assertion to be between a name and a public key would quite obviously render it completely unsatisfactory for parking meter control.

It is respectfully submitted that it has been clearly established that the references do not teach the claim limitations, and furthermore there is no motivation to combine the references. On this basis, the Examiner is respectfully requested to withdraw the rejection of claim 1 under 35 U.S.C. 103(a).

The above arguments apply equally to the remaining claims and as such, the Examiner is respectfully requested to withdraw the rejection of the remaining claims under 35 U.S.C. 103(a) as well. In so doing, Applicant is not conceding that the additional limitations in the remaining claims not discussed herein are in fact taught in the references as alleged by the Examiner.

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In view of the foregoing, early favorable consideration of this application is earnestly solicited.

Respectfully submitted,

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RAB:KLM:kbc:rld



2 **Glossary for the OASIS Security
3 Assertion Markup Language (SAML)
4 V1.1**

5 **OASIS Standard, 2 September 2003**

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28 **Abstract:**
29 This specification defines terms used throughout the OASIS Security Assertion Markup Language
30 (SAML) specifications and related documents.

31 **Status:**
32 This is an OASIS Standard document produced by the Security Services Technical Committee. It
33 was approved by the OASIS membership on 2 September 2003.
34 Committee members should submit comments and potential errata to the security-
35 services@lists.oasis-open.org list. Others should submit them to the security-services-
36 comment@lists.oasis-open.org list (to post, you must subscribe; to subscribe, send a message to
37 security-services-comment-request@lists.oasis-open.org with "subscribe" in the body) or use

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OCT-21-2005 11:45 FROM:

TO:USPTO

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Web Services and Other Distributed Technologies Developer Center: Advanced Web Ser... Page 1 of 34

MSDN Home > Web Services and Other Distributed Technologies Home > Web Services > Understanding Web Services > Advanced Web Services

See This in the MSDN Library

Web Services Federation Language (WS-Federation)

Page Options

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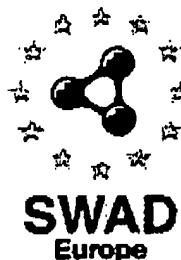
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Vocabularies and Architecture for Implementing Trust in the Semantic Web



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Abstract:

This document is a description of an ontological description of a trust assertion, and the implementation in N3 of a trust system for an advanced electronic house scenario.

Status:

Completed, 2004-10-31.

Version:

Comments on this document are welcome and should be sent to Brian Matthews

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3. An Architecture for a generic Semantic Web trust system
4. Conclusion